

REMARKS

Applicants' representative initially wishes to thank Examiner Ralph Lewis for the courteous and thoughtful personal interview extended on a bitterly cold day. The amendments made to the case are, as will be further discussed below, commensurate with the agreements reached in the interview (and see also the Examiner Interview Summary Record, Paper No. 9).

Two separately significant features of the inventive disposable milk collecting bag are highlighted in this Amendment. One is the aspect of the writing area provided on the bag. The other is the releasable seal defining the opening to the bag.

As to the first aspect, Applicants bag has a writing area formed on the bag which is readily accessible for writing thereon after the bag has had milk admitted into the bag. The writing area is spaced from the opening to assure such accessibility, and is located inboard of the bag "edge," i.e., the perimeter of the bag in its flattened state.

The Examiner had asserted in the Action of 8/30/93 that the claimed writing surface was shown by Wilson, U.S. 4,950,236 at 13 and Yanase, U.S. 4,600,104 at 3, 28, 48 and 75, for example. Wilson does not discuss or disclose any surface for post-filling writing thereon, however, and elements 13 are merely flaps at the bag opening. With the exception of item 28, Yanase likewise does not discuss or disclose any writing surface--items 3 and 75 are merely seal lines, and 48 is simply a folded portion adjacent the bag opening. Item 28 has printing thereon, but it is a preprinted message to the user which is furthermore torn off (see, e.g., Fig. 2 of Yanase).

To better clarify the nature of Applicants' writing surface, amendments have been made to Claims 4, 8 and 12 which

set forth that the claimed writing surface is inboard of a defined perimeter to the bag. This perimeter has been set forth with regard to the bag in a flattened state simply for ease in understanding, given the actual three-dimensional shape of a filled bag. An amendment to the specification has likewise been made to assist in clarifying the foregoing amendments in terms of disclosed embodiments. The Examiner has indicated that these amendments render the subject matter of Claims 4 and 8 allowable (Interview Summary)--since Claim 12 has been so amended, it too should now be allowable.

As for the second aspect of the invention highlighted by this Amendment, the liquid containing portion of the inventive bag is defined by a permanent seal and a releasable seal. The two seals combine to yield a liquid containing portion which is initially hermetically sealed. The user gains access to the liquid containing portion by forming an opening thereto through manual separation of the bag parts which are connected via the releasable seal, e.g., the opening is made by peeling the two apart along the releasable seal.

Neither Wilson nor Yanase show or otherwise disclose such a releasable seal. The Examiner's reference to Wilson as being "hermetically sealable" with a conventional twist tie is now moot, since amendments to Claims 6, 12, 15 and 16 now explicitly state that the releasable seal relates to the bag as initially supplied in a hermetically sealed condition. Also in regard to Wilson, the Examiner's citation to a releasable closure being disclosed at col.3, line 63 of Wilson is not understood, since no such disclosure is evident.

Yanase does provide a bag which is supplied in a sealed condition, but it is not releasably sealed in the claimed manner. Rather, Yanase has a tear-open end, e.g., see notches 9,9 and 81,81. The Examiner's reference to item 49 of Yanase

is mooted in light of the amendments clarifying that the releasable seal is provided for the bag in its initial state, not after filling.

Korn, U.S. 3,716,182 likewise shows one bag embodiment which is torn open (Figs. 5 and 6) prior to use. It also does not appear to be supplied in an hermetically sealed condition (see holes 32).

In contrast to the foregoing art, Applicants' breastmilk bag is advantageously provided in a hermetically sealed state with an opening that is readily formed/accessed through a simple peeling operation. No tearing is required, nor does any piece so torn in making the opening have to be dealt with by the user of Applicant's bag.

The Examiner indicated that Claims 6, 12 and 15 would appear to distinguish over the art of record, but reserved agreement on allowability subject to a possible additional search. Allowance of these claims is respectfully requested.

In formulating this Amendment, it was noted that some of the Claims might be interpreted in an unduly limiting manner through reference to the inventive bag as being "for attachment to a breastmilk pump." While it is expected that the bag is to be so used, it is likewise plain that the bag need not be so attached to a breastpump for utility. The advantages of Applicants' bag highlighted in this Amendment, for instance, find full use whether attached to a breastpump or not.

To avoid any such undue limitation, therefore, Claims 4, 6 and 15 have been amended to remove reference to this specific application, but still maintain the environment of the bag as being for the containment of breastmilk.

Claim 16 has furthermore been amended to obviate the § 112 rejection raised in the previous Action.

All of the Claims pending in the application (4, 6, and 8-18) should now be in condition for allowance. A Notice of Allowability is solicited. An Advisory Action is also requested within the remainder of the 6-month period, since the case is currently under final rejection. If the Examiner wishes to discuss this Amendment in any way, he is cordially invited to call Applicants' Representative.

Respectfully submitted,


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